UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MISSOURI EASTERN DIVISION

EDWARD "COACH" WEINHAUS,)
Plaintiff,)))
V.) Case No. 4:22-cv-00115-CDP
ALABSERIES.COM, et al.,))
Defendants.)

DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO ENFORCE

This motion should be denied because Plaintiff:

(1)	has not attempted
,	;
(2)	has failed to apprise this Court that the motion is moot by virtue of
	on first receipt of notice via this filing;

- (3) does not allege a material breach of the Agreement and has suffered no harm; and
- (4) does not actually seek "enforcement" of the Agreement, but rather asks that this Court rewrite it and order relief that is unambiguously foreclosed to him by its plain terms.

BACKGROUND

Defendants occasionally publish a podcast of law-related stories called ALAB Series (the "Podcast"). *See* ALAB Series Podcast, *available at* www.alabseries.com. At the end of one episode, Defendants made some rude jokes at Plaintiff's expense. He sued them.

On May 26, 2022, the parties entered into a settlement agreement. ECF No. 20-1
[hereinafter Agreement]. Defendants ,
presided
over a portion of Plaintiff's domestic relations case. His issues with her are set forth in the
complaint. Compl., ECF No. 1, ¶¶ 31-43.)
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Notably, the Agreement also required the parties to

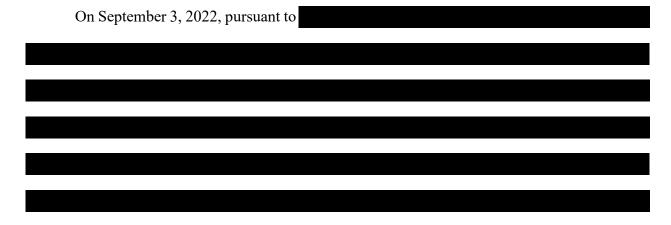
¹ The Agreement attached to Plaintiff's motion prepends a first page reading "Exhibit 1," which offsets the page numbers of the filing from those of the Agreement. *See* ECF 20-1. We cite throughout to the pages of the ECF filing, not the page numbers at the bottom of the Agreement.

² The Agreement also included a

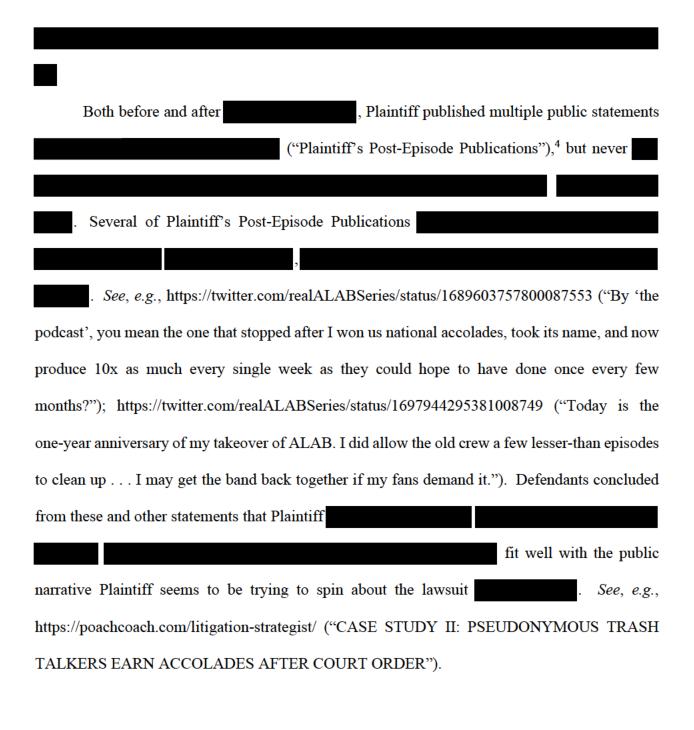
Immediately after Defendants published the Follow-Up Episode,³ Plaintiff revealed a website, unaffiliated with but intended to mimic the Podcast: www.alabpodcast.com, and a "@realALABSeries" account on X.com (formerly Twitter). The website included copies of the complaint and order,

Id. Defendants accepted this and moved on. Id.

After the Follow-Up Episode, the Podcast published two other episodes. *See generally* www.alabseries.com/episodes. No new episode of the Podcast has been published since October 2022. *Id.* The Podcast published no formal announcements regarding its future, leaving open the opportunity to produce future episodes should the hosts so choose.



³ To make the Follow-Up Episode entertaining, the parties jointly crafted a satirical narrative that Defendants had been forced "by Court Order" to grant Plaintiff control over the Podcast for the duration of the Follow-Up Episode – for example, the published description of the Follow-Up Episode makes the farcical claim that Defendants had been jailed for contempt of court. *See*, https://www.alabseries.com/episodes/episode-27-coach. Within the meat of the episode the parties clarify the real events underlying the lawsuit and its resolution, and candidly discuss their respective views on it. *Id*.



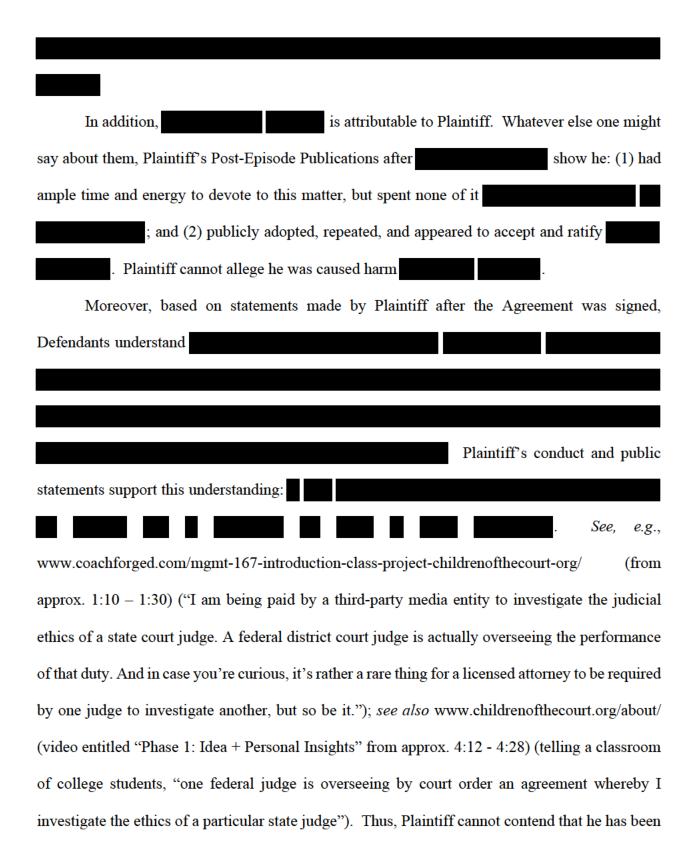
⁴ Immediately after the publishing statements , on social media, his own websites, and elsewhere. See, e.g., https://twitter.com/realALABSeries/status/156695786044519628 ("Yeah I mean other than taking their microphone and name and any other undisclosed items including financial settlement that did not exceed \$10m, [Plaintiff] totally got nothing but looking like he won"). There are many of these. To date, Defendants have not: (1)

Then Plaintiff filed this motion.				
or any attempt whatsoever to resolve any problem he perceived. Upon learning from				
the motion , a complete about-face from				
his public statements, Defendants . On January 8, 2024,				
. Ex.				
4.5 Plaintiff has not updated his motion to advise this Court of				
ARGUMENT				
I. Plaintiff				
The Agreement unambiguously requires				
This motion is a nullity on this basis alone.				
II. This Motion is Moot.				
Plaintiff has received everything due him under the Agreement. Section 2 doesn't require				
Defendants to				

⁵ Counsel for Plaintiff affixed a "For Settlement Purposes Only" legend to certain correspondence following the filing of this motion. While we do not believe Fed. R. Evid. 408 precludes sharing such correspondence in this context, we withhold in an excess of caution. We would be happy to share it with the Court.

Instead, it requires Defendants to				
Defendants have performed those tasks.				
Plaintiff's choice to not amend his motion to address				
and this Court, with no notice as to any substantive disagreement on this point. Based on certain				
correspondence with Plaintiff's counsel, we understand that he may contend				
bad faith because				
This would be incorrect. Defendants				
Plaintiff cannot establish bad faith on these facts. Defendants had every reason to believe,				
from his own publications, that Plaintiff				
any indication otherwise. In any event, immediately upon learning of Plaintiff's objections				
. Ex. 4. Further, Defendants' prior				
performance has all been to the letter of the Agreement, and when they had significant concerns				
about Plaintiff's own compliance therewith, they				
Ex. 1 at 2. Finally, whatever Defendants				

decide as to whether to				
qualify as a breach of their duty of good faith and fair dealing, because the Agreement expressly				
. Arbors at Sugar Creek Homeowners Ass'n v. Jefferson Bank & Tr. Co.,				
464 S.W.3d 177, 185 (Mo. 2015) (no breach of the duty of good faith and fair dealing "where the				
contract expressly permits the actions being challenged, and the defendant acts in accordance with				
the express terms of the contract").				
Similarly, Plaintiff cannot allege that				
demonstrate bad faith. First,				
Id. Second,				
III. Plaintiff Has Suffered No Material Harm.				
Plaintiff has not amended his motion to acknowledge and so he has not				
alleged that has caused him quantifiable harm. But				
even if he had, Plaintiff cannot show that constituted a material breach of the				
Agreement. At most, Plaintiff can allege				
The Agreement provides				



materially h	armed		. He has evidently
IV.	Plaintiff Does Not Seek	k Enforcement of the Agree	ement.
Plain	tiff asks this Court to		, but
		. Quite the opposite:	
	The relief he request	ts would not only be	
	_		

CONCLUSION

For the reasons above, this motion should be denied.⁶

Respectfully submitted,

By <u>/s/Michael L. Nepple</u>

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Attorneys for Defendants Tarik Faoud Ajami and Andrew Hunter

⁶ Plaintiff seems to make another bald claim regarding haven't , but this is unsupported. Defendants , and he does not allege otherwise.

CERTIFICATE OF SERVICE

I hereby certify that on January 30, 2024, the foregoing was filed electronically with the Clerk of Court to be served by operation of the Court's electronic filing system to all counsel of record.

/s/ Michael L. Nepple